

VALUE: \$1,000.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

20161006000367390
10/06/2016 08:59:48 AM
ESMTAROW 1/3

AGREEMENT AND CONVEYANCE
OF EASEMENT APPURTENANT

This Agreement is made and entered into this 4th day of October, 2016, by and between Betty O. Johnson, a married woman, and Annie O. Davis, an unmarried woman (hereinafter “Grantor”) and Luther G. Johnson, Jr. and Betty J. Johnson (hereinafter “Grantee”).

WHEREAS, Grantor is the record owner of the following described real property situated in Shelby County, Alabama, to-wit:

A part of the Northwest Quarter of Northeast Quarter (NW 1/4 of NE 1/4) Section Thirty-six (36), Township Nineteen (19), Range Three (3) West in Shelby County, Alabama, more particularly described as follows:

Beginning at the Northwest corner of said Northwest Quarter of Northeast Quarter of said Section Thirty-six; run thence East along the Northern boundary of said forty, Four Hundred and Sixty-one (461) feet; thence at an angle to the right of 81° 15', run Two Hundred and Ninety-two and 5/10 (292.5) feet to the center line of the old road bed of the Helena-Acton Railroad right of way, to the point of beginning of the property herein described; thence in a Northern direction along the course last described, Two Hundred and Ninety-two and 5/10 (292.5) feet to the Northern line of said Northwest Quarter of Northeast Quarter of said Section Thirty-six; thence in a Western direction along said Northern line of said forty, Four Hundred and Sixty-one (461) feet to the Northwest corner of said Northwest Quarter of Northeast Quarter; thence South along East boundary of said forty, Four Hundred and Eighty and 6/10 (480.6) feet to the center line of the old road bed of the Helena-Acton Railroad right of way; thence in a Northeastern direction along the center line of said road bed to the point of beginning of the property herein described.

Less and Except:

A part of the NW 1/4 of the NE 1/4 of Section 36, Township 19 South, Range 3 West, more particularly described as follows:

Begin at the Northwest corner of the NW 1/4 of the NE 1/4 and run South along the West line of said Quarter-Quarter Section a distance of 238.6 feet; thence turn left and run in a Northeasterly direction and parallel to the Helena-Acton Railroad right of way a distance of 210 feet; thence turn left and run in a Northerly direction and parallel with the West boundary line of said Quarter-Quarter section to the North boundary line of said NW 1/4 of NE 1/4; thence turn left and run in a Westerly direction and along the North boundary line of said NW 1/4 of NE 1/4 to the Point of Beginning.

Mineral and mining rights excepted.

(hereinafter “Servient Estate”);

WHEREAS, Grantee is the record owner of the following described property situated in Shelby County, Alabama, to-wit:

A part of the NW 1/4 of the NE 1/4 of Section 36, Township 19 South, Range 3 West, more particularly described as follows:

Begin at the Northwest corner of the NW 1/4 of the NE 1/4 and run South along the West line of said Quarter-Quarter Section a distance of 238.6 feet; thence turn left and run in a Northeasterly direction and parallel to the Helena-Acton Railroad right of way a distance of 210 feet; thence turn left and run in a Northerly direction and parallel with the West boundary line of said Quarter-Quarter section to the North boundary line of said NW 1/4 of NE 1/4; thence turn left and run in a Westerly direction and along the North boundary line of said NW 1/4 of NE 1/4 to the Point of Beginning.

(hereinafter "Dominant Estate")

NOW, THEREFORE, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantor, and in additional consideration of the mutual promise contained in this agreement, the receipt and sufficient whereof are acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, their heirs, successors and assigns, a perpetual, non-exclusive easement, for road purposes, for ingress and egress to and from the real property designated above as the "Dominant Estate", over and across the lands described above as the "Servient Estate". Said easement is hereinafter described as follows:

A 20' wide easement for ingress and egress lying 10' each side of and parallel to the following described centerline:

Commence at the NW Corner of the NW 1/4 of the NE 1/4 of Section 36, Township 19 South, Range 3 West; thence S 01°01'35" E a distance of 238.60'; thence N 69°32'51" E a distance of 204.04' the Point of Beginning, said point being the point of a non tangent curve to the right having a radius of 121.73', a central angle of 9°53'12", and subtended by a chord which bears S 15°35'01" E, a chord distance of 20.98', thence along said curve an arc distance of 21.00'; thence with a reverse curve to the left having a radius of 62.88', a central angle of 55°33'14", and subtended by a chord which bears S 38°25'02" E, a chord distance of 58.60', thence along said curve an arc distance of 60.96'; thence with a reverse curve to the right having a radius of 162.58', a central angle of 28°33'02", and subtended by a chord which bears S 51°55'08" E, a chord distance of 80.18', thence along said curve an arc distance of 81.01'; thence with a reverse curve to the left having a radius of 97.47', a central angle of 17°59'09", and subtended by a chord which bears S 46°38'11" E, a chord distance of 30.47', thence along said curve an arc distance of 30.60'; thence S 55°37'46" E a distance of 23.57' to the Point of Ending.

Said Easement description is also reflected within that certain survey hereto attached as Exhibit "A".

The property herein conveyed does not constitute the homestead of Betty O. Johnson, nor that of her spouse, neither is it contiguous thereto.

The easement hereby granted shall be appurtenant to and run with the land described above as the "Dominant Estate" and all subdivisions thereof, and any adjoining land subsequently acquired by the Grantee.

The Grantee, their heirs, successors, and assigns, shall have the right of use of the easement hereby granted. The Grantee, their successors, and assigns shall be responsible to maintain and to repair any damage caused by their use of the easement. The Grantee, their heirs, successors, and assigns shall compensate Grantor, their heirs, successors, and assigns for any damage done to Grantor's property outside the easement resulting from the Grantee's use, repair or maintenance of the easement.

Except as to the right herein granted, the Grantor shall have the full use and control of the above designated real estate known as the "Servient Estate". The Grantor, their heirs, successors, and assigns shall also have the full use of the road and the easement thereon which is located on the property described above as the "Servient Estate".

The Grantee hereby agrees to hold and save the Grantor harmless from any and all claims of third parties arising from Grantee's use of the right herein granted.

This easement is granted subject to all prior easements or encumbrances of record.

Grantor agrees that, in the event of any partition, subdivision, or transfer of any portion of the "Dominant Estate" by Grantee, or their successors or assigns, this easement shall remain appurtenant to any and all of the subdivided or transferred parcels hereinafter created from the

“Dominant Estate”, and owners of said parcels into which the “Dominant Estate” may be divided shall have the same rights to use the easement as granted herein.

By the acceptance and recording of this document, the Grantee herein accepts all of the terms of this agreement.

TO HAVE AND TO HOLD the same unto the said Grantee, their heirs, successors, and assigns, as hereinabove set out, forever. And the Grantor does hereby covenant with the Grantee that they have a good and lawful right to sell and convey the easement as aforesaid.

4th IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of October, 2016.

GRANTOR:

Betty O. Johnson
Betty O. Johnson

Annie O. Davis
Annie O. Davis

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Betty O. Johnson and Annie O. Davis, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4th day of October, 2016.

Ann D. Daily
Notary Public
My Commission Expires: 6/4/18



GRANTEE:

Luther G. Johnson, Jr.
Luther G. Johnson, Jr.

Betty J. Johnson
Betty J. Johnson

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COUNTY OF SHELBY)

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My Commission Expires: 6/4/18



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/06/2016 08:59:48 AM
\$22.00 CHERRY
20161006000367390

James W. Fuhrmeister